

**INTRA-CITY AGREEMENT BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND
THE NEW YORK CITY DEPARTMENT OF EDUCATION**

PIN# 12SH004301R0X00

(Title: OSH Special Needs Transportation)

INTRA-CITY AGREEMENT effective as of **July 1, 2011** between the **New York City Department of Health and Mental Hygiene** ("DOHMH"), having its principal office located at 125 Worth Street, New York, New York 10013 and the **New York City Department of Education** ("DOE" or "Contractor"), having its principal office located at 40 Irving Place, New York, New York 10003.

WHEREAS the DOE oversees public school education programs and has the expertise to develop and implement programs to achieve educational objectives

WHEREAS the New York City Department of Health and Mental Hygiene recognizes the importance of providing appropriate alternate transportation services to New York City public school students, where warranted by health conditions, for the purpose of supporting the health of the students who are transported; and

WHEREAS, The Office of School Health (OSH) is a joint program of the New York City Department of Education (DOE) and the New York City Department of Health and Mental Hygiene (DOHMH); and

WHEREAS, The mission of OSH is to provide health and preventive services to DOE students. Services to the students include having OSH doctors review transportation requests based on the student's health issues.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

1. **Term of Agreement** - The term of this Agreement shall be from July 1, 2011 through June 30, 2014 ("Term"). The parties to this Intra-City Agreement may renew this Intra-City Agreement in writing for a period or periods of up to an additional three (3) years, subject to mutual agreement of the parties to renew and the availability of funds. The parties to this Intra-City Agreement may renew this Intra-City Agreement in writing on an annual basis, subject to mutual agreement of the parties to renew and availability of funds
2. **Scope of Services** – DOHMH will assist DOE in evaluating the appropriate type and level of transportation for students with special needs and shall provide certain services as described in **Annex A**.
3. **Maximum Reimbursement Amount and Schedule of Payment**
 - a. The total Maximum Reimbursable Amount DOE shall reimburse DOHMH for the term of the Agreement shall not to exceed **\$540,000.00** for

providing the services hereunder in accordance with the budget contained in **Annex B**. Of this total, in accordance with the budget contained in **Annex B**, DOE shall reimburse DOHMH through intra-City payment transfers arranged through the Comptroller of the City of New York (the "Comptroller"), an amount not to exceed \$180,000.00 for the Fiscal Year 2012, an amount not to exceed \$180,000.00 for the Fiscal Year 2013, and an amount not to exceed \$180,000.00 for the Fiscal Year 2014, for services provided by DOHMH pursuant to this Intra-City Agreement.

DOE shall reimburse DOHMH within sixty (60) days after receipt of a DOHMH invoice, in form acceptable to DOE, for services performed. Such invoice shall contain a certification signed by the DOHMH Chief Financial Officer, or his designee, stating that the expenditures are true and accurate and were incurred in performance of the Scope of Services set forth in **Annex A**.

- b. Reimbursement of DOHMH for the services performed will be made in accordance with the Program Budget annexed hereto as **Annex B**.
 - c. In the event of an audit of this Agreement by the Office of the Comptroller of the City, or by any external funding entity, both parties will cooperate with such audit requirements by complying with auditors' requests for additional information to the extent of available information and of the applicable requirements for production of such information.
4. **Comptroller** — Upon the execution of this Intra-City Agreement, DOE and DOHMH will each cause their appropriate representatives to confer with the Office of the Comptroller of the City of New York (the "Comptroller") and establish specific designated codes and accounts to be used for the purpose of the transfer of funds by DOE to DOHMH accounts for the purpose of making payment in accordance with this Intra-City Agreement.

5. **Reconciliation Process**

a. The DOHMH will provide DOE with an expenditure report, containing the name of each District Office at which services are performed, the names of the reviewing physicians performing services at each such office, the billable hours for each physician devoted to services to be provided hereunder during the billing period, the applicable hourly rates therefor, and such travel expenses as are payable by DOHMH for the physician's travel time to and from the site where the services are rendered. Such expenditure report shall be submitted together with each invoice.

b. Prior to the final payment, a final program report shall be submitted to the Office of School Health of DOE, which report shall contain an analysis of the services performed hereunder without any personal identifying information for any students for whom an accommodation request was reviewed hereunder.

7. **Disallowances** — DOE shall review the expense reports and supporting documentation as required, and may disallow any expenses that were not rendered, documented and/or authorized in accord with the terms of this agreement, or for failure to deliver any required services or work product.

However, DOE shall not unreasonably disallow expenses submitted pursuant to this Agreement.
8. **Qualifications.** - DOHMH shall provide New York State licensed physicians to perform the tasks required in the Scope of Services.
9. **Evaluation Criteria** — As an ongoing evaluation process, the parties will review the services implementation hereunder and will mutually agree upon program improvements to be made based on program experience.
10. **Cooperation** — DOHMH and DOE shall cooperate fully in the implementation and evaluation of the services provided hereunder.
11. **Confidentiality** — The parties agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Intra-City Agreement confidential in accordance with applicable federal, state and local laws, rules and regulations and the DOHMH and DOE confidentiality procedures applicable to student records as administered through the Office of School Health.
12. **Modification** — No modification, amendment, waiver, or release of any provision of this Agreement shall be valid or binding, for any purpose, unless in writing and duly executed by the parties.
13. **Merger** – This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto, or to vary any other of the terms contained herein.
14. **Termination** — This Agreement will terminate in whole or in part, for any reason, upon ninety (90) days written notice by either party. Such notice will specify the date of such termination, which should not be less than ten (10) days from the date of receipt of the termination notice.
15. **Notices** — All notices and requests hereunder by either party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the parties as follows:

NYC Dept. of Health & Mental
Hygiene
2 Lafayette Street, 22nd Fl., Box
25

New York City Department of
Education
, 402

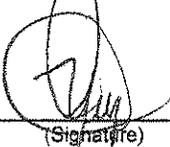
New York, NY 10007
Attention: Roger Platt, MD
Assistant
Commissioner,
Office of School Health

52 Chambers Street, Room 220
New York, NY 10007

Ron Eisenberg
Budget Manager,
Division of Students
with Disabilities and
English Language
Learners

IN WITNESS WHEREOF, the parties hereto have executed this Intra-City Agreement on the dates appearing below their respective signatures.

**NEW YORK CITY DEPARTMENT OF
EDUCATION**

By: 
(Signature)

Name: Angel Namnum,
Title: Executive Director, Division of
Financial and Budgetary Strategy and
Reporting

Date: 6/16/11

**NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE**

By: 
(Signature)

Name: Thomas Farley, MD, MPH
Title: Commissioner,
Department of Health and Mental Hygiene

Date: 7/6/11

ANNEX A

OSH Special Needs Transportation Services

PIN# 12SH004301R0X00

July 1, 2011- June 30, 2014

1. OSH physicians will review accommodation requests ("Accommodation Requests") for:
 - a. limited time travel;
 - b. 1:1 paraprofessionals on the bus;
 - c. nurses on the bus; and
 - d. any other transportation-related Accommodation Request that the Transportation Liaison or the CSE Chairperson deems necessary for review by DOHMH physicians assigned to the Office of School Health ("OSH Reviewing Physicians").

DOE will appoint a Transportation Liaison who will refer certain Accommodation Requests to the OSH Reviewing Physician, who is assigned to the OSH District Office in which such Accommodation Request originated, for review. The DOE Transportation Liaison will be responsible for confidential handling of such OSH Reviewing Physician review requests and arranging for review packets, containing the Accommodation Request and its attachments, if any, to be held in a secure place at the Committee on Special Education offices within the District Offices for the OSH Reviewing Physicians' scheduled reviews. The DOE Transportation Liaison will be responsible for advising the OSH Reviewing Physician where and how to obtain the Accommodation Request packets for review, providing an adequate supply of Accommodation Request review response forms for use by the OSH Reviewing Physician, and returning the completed Accommodation Request review forms completed by the OSH Reviewing Physician to the appropriate IEP teams.

Based on such review, the OSH Reviewing Physician will:

- a. make a written recommendation report regarding the assessment of such need for the proposed accommodation on such form as DOE may prescribe in consultation with DOHMH, and
- b. submit the completed recommendation form to the student's IEP team via the transportation liaison prior to the next following IEP conference or annual review of IEP pertinent to such accommodation request. The requirement to timely complete such recommendation prior to the next following IEP conference or annual review of the IEP will be subject to such scheduling conditions as may arise. Up to 1,000 reviews, including reviews for

universal Pre-K, may be required and subject to staffing availability, DOHMH will endeavor to review all proposed accommodations, referred to the OSH Reviewing Physicians, for review in a timely manner. The IEP team will utilize information from the student's physician and the OSH Reviewing Physician's recommendation to determine if the student requires transportation Accommodations.

2. Upon request, the OSH Reviewing Physician will endeavor to provide consulting services to DOE staff members with respect to his or her written recommendation. If a parent disagrees with the disposition of any such Accommodation Request that has been reviewed by a OSH Reviewing Physician and requests an impartial hearing, the OSH Reviewing Physician will, upon request by the DOE, attend and participate for the purpose of testifying as to the basis for his or her recommendation regarding the disposition of the accommodation request at issue. If the OSH Reviewing Physician is unable to participate in person in an impartial hearing, he or she may participate via phone. DOHMH will endeavor to cooperate with DOE and accommodate such consultation, appearance and testimony requests. All scheduling of such consulting services will be subject to the personal availability of the OSH Reviewing Physician and will recognize other professional obligations of the OSH Reviewing Physicians.
3. OSH Reviewing Physicians will prepare timesheets on a regular basis for DOE billing. OSH Reviewing Physicians will also prepare a monthly summary documenting cases reviewed, including information on disability type, initial Accommodation request, and the OSH Reviewing Physician's recommendation.

Scheduling and Billing

DOHMH will initially schedule an OSH Reviewing Physician in each of the DOE regions who will be available for up to four hours a week (including travel time) to review transportation Accommodation Requests. Adjustments will be made to schedules upon mutual agreement between DOE and DOHMH. The OSH Reviewing Physicians will be billed at the standard rate DOHMH pays physicians for similar services. The physicians will be paid for travel time and service time at DOHMH's standard rates and under such restrictions as are applied by DOHMH to such travel time.

The physicians will provide services in the DOE regional Committee on Special Education office at mutually agreed upon times that accommodate both the OSH Reviewing Physician's availability for the performance of the services required hereunder and the volume of the proposed Accommodation Requests to be reviewed. Actual hours and regional demand will be determined by the DOE in consultation with DOHMH and is subject to change. DOE will give OSH Reviewing Physicians 30 days' notice prior to any scheduling change in the OSH Reviewing Physicians' regularly scheduled time at the Committee on Special Education offices, unless otherwise agreed upon by the parties. Any additional time, scheduled as needed based on each OSH Reviewing Physician's availability, will be compensated, at the DOHMH then

applicable standard hourly billing rate, and associated travel time will be paid therefor on the same basis as other travel time is payable pursuant to this Intra-City Agreement.

The Medical Director and Assistant Medical Director of the Office of School Health will provide clinical and administrative oversight and engage in problem-solving.

Supervising physicians will confirm the number of hours per week that physicians spend reviewing transportation requests and sign off on physicians' time sheets. Supervising physicians may be consulted by physicians on medical questions for specific cases.

Administrative support and oversight for tracking the time of each individual physician and submission of bills in accordance with intercity payment protocol will be provided by the nonclinical administrative staff.

Annex B

BUDGET

OSH Special Needs Transportation Services

PIN# 12SH004301R0X00

July 1, 2011 - June 30, 2014

**Amounts Per Fiscal Year
Not to Exceed**

DOHMH Physician Consultations for 1302 hours
(total hours not to exceed 1302 hours)

165,515.00

Program Administration

0.00

Supervising Physicians

14,485.00

Total per fiscal year - Not to Exceed \$180,000

GRAND TOTAL – NOT TO EXCEED (\$180,000 X 3yrs) \$540,000.00